



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

**MULTI-STEP BIDDING PROCESS  
FOR  
CONTRACTORS**

**Request For Solicitation For  
Construction Services**

**Stage II – Roofing Contractors Bidders List FY09**

**June 9, 2008**

**STEWART STADIUM ROOF LEAKS REPAIRS**

**WEBER STATE UNIVERSITY**

**OGDEN, UTAH**

**DFCM Project No. 07019810**

**Innovative Roofing Consultants Inc.  
2225 East 4710 South, #104  
Holiday, Utah 84117**

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM:

DFCM Supplemental General Conditions dated May 5, 2008

DFCM General Conditions dated May 25, 2005

DFCM Application and Certificate for Payment dated May 25, 2005

Technical Specifications:

Drawings:

**The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>**

## **INVITATION TO BID**

**ONLY FIRMS PRE-QUALIFIED DURING STAGE I OF THE RFS ARE ALLOWED TO BID ON THIS PROJECT**

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting bids for the construction of the following project:

**Stewart Stadium Roof Leaks Repairs  
Weber State University – Ogden, Utah  
DFCM Project No: 07019810**

**Project Description: Remove the existing sealants over the specified concrete seams on the West side of the stadium bleachers. Perform the necessary prep work to the joints. Install the specified sealants in accordance to contract documents. Provide the specified workmanship warranty as outlined on DFCM's website. Contractor shall be willing to coordinate with agency as to which days they will be allowed to work on this project once Fall Semester begins.**

**Construction Cost Estimate: \$80,000.00**

<b><u>Company</u></b>	<b><u>Contact</u></b>	<b><u>Fax</u></b>
All Weather Waterproofing, Inc.	Mr. Delmar Johnson	(801) 467-3961
Capitol Roofing Service	Mr. Stewart B. Paulsen	(801) 562-1159
Collins Roofing, Inc.	Mr. Douglas Collins	(801) 226-2577
Contract West Roofing, Inc.	Mr. Craig Peters	(801) 943-0257
Conwest, Inc.	Mr. Phil Scarborough	(815) 550-1136
Dave Atkinson Roofing, Inc.	Mr. Dave Atkinson	(435) 258-2225
Fortess Roofing	Mr. Adam Cordon	(801) 904-1426
Heritage Roofing, LC	Mr. James Smith	(801) 576-8311
Island Heights Construction, Inc.	Mr. Terry Cronquist	(435) 753-7452
Kendrick Brothers Roofing, Inc.	Mr. Brad L. Kendrick	(801) 731-2020
Nielco Roofing and Sheet Metal, Inc.	Mr. Gary Nielson	(801) 263-0485
Redd Roofing Company	Mr. K. Frank Redd	(801) 621-1540
Superior Roofing and Sheet Metal, Inc.	Mr. Scott Anderson	(801) 266-1522
Utah Tile and Roofing, Inc.	Mr. Paul Seppi	(801) 266-6836
Utah Western Roofing	Mr. Scott Laufenberg	(801) 294-6155

The bid documents will be available on **Monday, June 9, 2008** in electronic format only on CDs from DFCM at 4110 State Office Building, Salt Lake City, Utah 84114, telephone (801)538-3018 and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Matt Boyer, Project Manager, DFCM, at (801)541-0945. No others are to be contacted regarding this project.

A **MANDATORY** pre-bid meeting and site visit will be held at **9:00 AM on Friday, June 13, 2008 at Weber State University Stadium's Main West Doors**. All pre-qualified prime contractors wishing to bid on this project must attend this meeting.

Bids must be submitted by **2:00 PM on Wednesday, June 25, 2008** to DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. Note: Bids must be received at 4110 State Office Building by the specified time. The contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction & Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
JOANNA REESE, CONTRACT COORDINATOR  
4110 State Office Bldg., Salt Lake City, Utah 84114

## **STAGE II - MULTI-STEP BIDDING PROCESS**

**ONLY FIRMS PRE-QUALIFIED DURING STAGE I OF THE RFS ARE ALLOWED TO BID ON THIS PROJECT**

### **1. Invitational Bid Procedures**

The following is an overview of the invitational bid process. More detailed information is contained throughout the document. Contractors are responsible for reading and complying with all information contained in this document.

Notification: DFCM will notify each registered pre-qualified firm (via fax or e-mail) when a project is ready for Construction Services and invite them to bid on the project.

Description of Work: A description of work or plans/specifications will be given to each contractor. If required, the plans and specifications will be available on the DFCM web page at <http://dfcm.utah.gov> and on CDs from DFCM, at 4110 State Office Building, Salt Lake City, Utah 84114.

Schedule: The Stage II Schedule shows critical dates including the mandatory pre-bid site meeting (if required), the question and answer period, the bid submittal deadline, the subcontractor list submittal deadline, etc. Contractors are responsible for meeting all deadlines shown on the schedule.

Mandatory Pre-Bid Site Meeting: If a firm fails to attend a pre-bid site meeting labeled “Mandatory” they will not be allowed to bid on the project. At the mandatory meeting, contractors may have an opportunity to inspect the site, receive additional instructions and ask questions about project. The schedule contains information on the date, time, and place of the mandatory pre-bid site meeting.

Written Questions: All questions must be in writing and directed to DFCM’s project manager assigned to this project. No others are to be contacted regarding this project. The schedule contains information on the deadline for submitting questions.

Addendum: All clarifications from DFCM will be in writing and issued as an addendum to the RFS. Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

Submitting Bids: Bids must be submitted to DFCM 4110 State Office Building, Salt Lake City, Utah 84114 by the deadline indicated on the schedule. Bids submitted after the deadline will not be accepted. Bids will be opened at DFCM on the date, time, and place indicated on the schedule.

Subcontractors List: The firm selected for the project must submit a list of all subcontractors by the deadline indicated on the schedule contained in this document.

Pre-qualified List of Contractors: Contractors shall remain on DFCM’s list of pre-qualified contractors provided: (a) they maintain a performance rating of 3.5 or greater on each project, (b) they are not suspended for failure to comply with requirements of their contract, (c) the firm has not undergone a significant reorganization involving the loss of key personnel (site superintendents, project managers, owners, etc.) to a degree such that the firm no longer meets the pre-qualification requirements outlined in Stage I, (d) the financial viability of the firm has not significantly changed, and (e) the firm is not otherwise disqualified by DFCM. Note: If a contractor fails to comply with items (a) through (e) above,

they may be removed from DFCM's list of pre-qualified contractors following an evaluation by a review committee. Contractors will be given the opportunity to address the review committee before a decision is made. Pre-qualified contractors are ONLY authorized to bid on projects within the discipline that they were originally pre-qualified under.

**2. Drawings and Specifications and Interpretations**

Drawings, specifications and other contract documents may be obtained as stated in the Invitation to Bid. If any firm is in doubt as to the meaning or interpretation of any part of the drawings, specifications, scope of work or contract documents, they shall submit, in writing, a request for interpretation to the authorized DFCM representative by the deadline identified in the schedule. Answers to questions and interpretations will be made via addenda issued by DFCM. Neither DFCM or the designer shall be responsible for incorrect information obtained by contractors from sources other than the official drawings/specifications and addenda issued by DFCM.

**3. Product Approvals**

Where reference is made to one or more proprietary products in the contract documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the contract documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the Designer. Such written approval must occur prior to the deadline established for the last scheduled addendum to be issued. The Designer's written approval will be included as part of the addendum issued by DFCM. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the Designer.

**4. Addenda**

All clarifications from DFCM will be in writing and issued as an addendum to the RFS. Addenda will be posted on DFCM's web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda shall result in disqualification from bidding. DFCM shall not be responsible for incorrect information obtained by contractors from sources other than official addenda issued by DFCM.

**5. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the Contractor, Subcontractor or Sub-subcontractor. Failure to respond may result in suspension from DFCM's list of pre-qualified contractors.

**6. Licensure**

The Contractor shall comply with and require all of its Subcontractors to comply with the license laws as required by the State of Utah.

**7. Permits**

In concurrence with the requirements for permitting in the general conditions, it is the responsibility of the contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

**8. Time is of the Essence**

Time is of the essence in regard to all the requirements of the contract documents.

**9. Bids**

Before submitting a bid, each bidder shall carefully examine the contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the contract documents including those added via addenda. If the bidder observes that portions of the contract documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Project Manager prior to the bidding deadline. Changes necessary to correct these issues will be made via addenda issued by DFCM.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the published deadline for the submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **A cashier's check cannot be used as a substitute for a bid bond.**

**10. Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the "Instructions and Subcontractor's List Form", included as part of the contract documents. The subcontractors list shall be delivered to DFCM or faxed to DFCM at (801) 538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the contract documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements may be suspended from DFCM's list of pre-qualified contractors.

**11. Contract and Bond**

The Contractor's Agreement will be in the form provided in this document. The duration of the contract shall be for the time indicated by the project completion deadline shown on the schedule. The successful bidder, simultaneously with the execution of the Contractor's Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents.

The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the Contract Sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for Subcontractors will be specified in the Supplementary General Conditions.

**12. Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of DFCM to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc. Alternates will be selected in prioritized order up to the construction cost estimate.

**13. Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

**14. Withdrawal of Bids**

Bids may be withdrawn on written request received from bidders within 24 hours after the bid opening if the contractor has made an error in preparing the bid.

**15. DFCM Contractor Performance Rating**

As a contractor completes each project, DFCM will evaluate project performance based on the enclosed "DFCM Contractor Performance Rating" form. The ratings issued on this project may affect the firm's "pre-qualified" status and their ability to obtain future work with DFCM.





## Stage II PROJECT SCHEDULE

<b>PROJECT NAME: Stewart Stadium Roof Leaks Repairs – Weber State University – Ogden, Utah</b> <b>DFCM PROJECT #: 07019810</b>				
<b>Event</b>	<b>Day</b>	<b>Date</b>	<b>Time</b>	<b>Place</b>
Stage II Bidding Documents Available	Monday	June 9, 2008	10:00 AM	DFCM 4110 State Office Building SLC, UT and the DFCM web site*
Mandatory Pre-bid Site Meeting	Friday	June 13, 2008	9:00 AM	WSU Football Stadium West Main Doors, WSU Main Campus Ogden, UT
Deadline for Submitting Questions	Wednesday	June 18, 2008	2:00 PM	Matt Boyer - DFCM E-mail: mboyer@utah.gov Fax (801)-538-3267
Addendum Deadline (exception for bid delays)	Monday	June 23, 2008	2:00 PM	DFCM web site*
Prime Contractors Turn in Bid and Bid Bond	Wednesday	June 25, 2008	2:00 PM	DFCM 4110 State Office Building SLC, UT
Subcontractors List Due	Thursday	June 26, 2008	2:00 PM	DFCM 4110 State Office Building SLC, UT Fax 801-537-9188
Substantial Completion Date	Thursday	October 2, 2008	4:00 PM	WSU Stadium WSU Main Campus Ogden, UT

\* NOTE: DFCM's web site address is <http://dfcm.utah.gov>

**Division of Facilities Construction and Management****DFCM****BID FORM**

NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

To the Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

The undersigned, responsive to the "Invitation to Bid" and in accordance with the Request for Bids for the **Stewart Stadium Roof Leaks Repairs – Weber State University – Ogden, Utah - Project - DFCM PROJECT NO. 07019810** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by October 2, 2008, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$500.00 per** day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of \_\_\_\_\_

The undersigned Contractor's License Number for Utah is \_\_\_\_\_.

BID FORM  
PAGE NO. 2

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract. The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within time set forth.

Type of Organization: \_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

# BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ \_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_ Project.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Principal's name and address (if other than a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal's name and address (if a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal)

**Surety's name and address:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My Commission Expires: \_\_\_\_\_  
Resides at: \_\_\_\_\_

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

NOTARY PUBLIC

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and Management****INSTRUCTION AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

**DOLLAR AMOUNTS FOR LISTING**

**PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED**  
**PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED**

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

**LICENSURE:**

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

**'SPECIAL EXCEPTION':**

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

**GROUND FOR DISQUALIFICATION:**

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such

**INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**  
**Page No. 2**

other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

**CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:**

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

**EXAMPLE:**

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self" *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

\* Bidders may list "self", but it is not required.

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS  
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**Division of Facilities Construction and Management****DFCM****SUBCONTRACTORS LIST  
FAX TO 801-538-3677****PROJECT TITLE:** \_\_\_\_\_**Caution:** You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**NOTICE:** FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

## CONTRACTOR'S AGREEMENT

FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACTOR'S AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is \_\_\_\_\_.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at \_\_\_\_\_  
\_\_\_\_\_.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Work to be performed shall be in accordance with the Contract Documents prepared by \_\_\_\_\_ and entitled "\_\_\_\_\_"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 and Supplemental General Conditions dated May 5, 2008 ("also referred to as General Conditions") and on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

**ARTICLE 2. CONTRACT SUM.** The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS AND NO CENTS (\$\_\_\_\_\_.00), which is the base bid, and which sum also includes the cost of a 100%



CONTRACTOR'S AGREEMENT  
PAGE NO. 2

Performance Bond and a 100% Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

**ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY.** The Work shall be Substantially Complete by \_\_\_\_\_. Contractor agrees to pay liquidated damages in the amount of \$\_\_\_\_\_ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Notice to Contractors, Instructions to Bidders/Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

**ARTICLE 5. PAYMENT.** The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

**ARTICLE 6. INDEBTEDNESS.** Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

**ARTICLE 7. ADDITIONAL WORK.** It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

**ARTICLE 8. INSPECTIONS.** The Work shall be inspected for acceptance in accordance with the General Conditions.

**ARTICLE 9. DISPUTES.** Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

**ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT.** This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

**ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF.** The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

**ARTICLE 12. INDEMNIFICATION.** The Contractor shall comply with the indemnification provisions of the General Conditions.

**ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT.** The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

**ARTICLE 14. RELATIONSHIP OF THE PARTIES.** The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

**ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT.** Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

**ARTICLE 16. ATTORNEY FEES AND COSTS.** Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT  
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**IN WITNESS WHEREOF**, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Title: \_\_\_\_\_

State of \_\_\_\_\_)  
\_\_\_\_\_)  
County of \_\_\_\_\_)

\_\_\_\_\_  
Please type/print name clearly

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the \_\_\_\_\_ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

\_\_\_\_\_  
**Notary Public**

My Commission Expires \_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
David D. Williams, Jr. Date  
DFCM Administrative Services Director

**DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

\_\_\_\_\_  
Lynn A. Hinrichs Date  
Assistant Director Construction Management

APPROVED AS TO FORM:  
ATTORNEY GENERAL  
May 5, 2008  
By: Alan S. Bachman  
Asst Attorney General

APPROVED FOR EXPENDITURE:

\_\_\_\_\_  
Division of Finance Date

# PERFORMANCE BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That \_\_\_\_\_ hereinafter referred to as the "Principal" and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS OR ATTESTATION:**

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

# PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## WITNESS OR ATTESTATION:

## PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Seal)

Title: \_\_\_\_\_

## WITNESS OR ATTESTATION:

## SURETY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_)  
) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and Management****DFCM****CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

AGENCY/INSTITUTION \_\_\_\_\_

AREA ACCEPTED \_\_\_\_\_

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

Record Drawings

O &amp; M Manuals

Warranty Documents

Completion of Training  
Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of \_\_\_\_\_. (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within \_\_\_\_\_ calendar days from the above date of issuance of this Certificate. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

\_\_\_\_\_  
CONTRACTOR (include name of firm) by: \_\_\_\_\_  
(Signature) DATE

\_\_\_\_\_  
A/E (include name of firm) by: \_\_\_\_\_  
(Signature) DATE

\_\_\_\_\_  
USING INSTITUTION OR AGENCY by: \_\_\_\_\_  
(Signature) DATE

\_\_\_\_\_  
DFCM (Owner) by: \_\_\_\_\_  
(Signature) DATE

4110 State Office Building, Salt Lake City, Utah 84114  
telephone 801-538-3018 • facsimile 801-538-3267 • <http://dfcm.utah.gov>

cc: Parties Noted  
DFCM, Director

**General Contractor Performance Rating Form**

Project Name:		DFCM Project#	
Contractor:  (ABC Construction, John Doe, 111-111-1111)	A/E:  (ABC Architects, Jane Doe, 222-222-2222)	Original Contract Amount:	Final Contract Amount:
DFCM Project Manager:		Contract Date:	
Completion Date:		Date of Rating:	

Rating Guideline	QUALITY OF PRODUCT OR SERVICES	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
5-Exceptional	Contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. Contractor performance clearly exceeds the performance levels described as "Very Good"			
4-Very Good	Contractor is in compliance with contract requirements and/or delivers quality product/service.	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is effective
3-Satisfactory	Minor inefficiencies/errors have been identified	Contractor is usually effective in managing cost	Contractor is usually effective in meeting milestones and delivery schedules	Response to inquires technical/service/administrative issues is somewhat effective
2-Marginal	Major problems have been encountered	Contractor is having major difficulty managing cost effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is marginally effective
1-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/service/administrative issues is not effective

<b>1. Rate Contractors quality of workmanship, management of sub contractor performance, project cleanliness, organization and safety requirement.</b>	<b>Score</b>
<u>Agency Comments:</u>	
<u>A &amp; E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	



<b>2. Rate Contractor administration of project costs, change orders and financial management of the project budget.</b>	<b>Score</b>
<u>Agency Comments:</u>	
<u>A &amp; E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

<b>3. Rate Contractor's performance and adherence to Project Schedule, delay procedures and requirements of substantial completion, inspection and punch-list performance.</b>	<b>Score</b>
<u>Agency Comments:</u>	
<u>A &amp; E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

<b>4. Evaluate performance of contractor management team including project manager, engineer and superintendent also include in the rating team's ability to work well with owner, user agency and consultants.</b>	<b>Score</b>
<u>Agency Comments:</u>	
<u>A &amp; E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

5. Rate success of Contractor's management plan, completion of the plans mitigation of project risks and performance of value engineering concepts.	Score
<u>Agency Comments:</u>	
<u>A &amp; E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

Signed by:	Date:	Mean Score
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**Additional Comments:**



# INNOVATIVE

*Roofing  
Consultants,  
Inc.*

# STADIUM OFFICES LEAK REPAIR SPECIFICATIONS

For

## WEBER STATE UNIVERSITY

Ogden, Utah

01 June 2008



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**I. GENERAL REQUIREMENTS – BASE BID & Alternate Bid Items:**

**A. Scope of Work:**

1. The repair work is only for the thirteen joints on the west bleachers of the stadium.
  - a. Joints number 1, 3, 5, 9, 11 and 13 run along joints between the aluminum bleacher benches.
  - b. Joints 3 and 11 run down the sides of the two entrances to the stadium through the bleachers.
  - c. Joints number 2, 4, 6, 8, 10 and 12 run down the sides of the removable concrete steps.
  - d. Joint 7 is the center joint that runs down under the center of the removable concrete steps.
2. Base Bid: Reseal joints 3 through 11 only.
3. Alternate Bid Items:
  - a. No. 01: Install Stainless Steel Strips Along Joints 3 Through 11 only.
  - b. No. 02: Reseal joints 1, 2, 12 and 13 only.
  - c. No. 03: Install Stainless Steel Strips Along Joints 1, 2, 12 and 13 only.
- B. Prior to commencing Work, Contractor shall submit for approval shop drawings and submittals for all typical installation conditions NOT included in or that DEVIATE from the Stadium Offices Leak Repair Specifications dated 06/01/08, including alternative/equal materials and methods of installation submitted by the Contractor.
- C. Prior to commencing work, Contractor shall video tape all existing damage to the interior of the athletic offices where accessible and provide Owner and Owner's representatives with a copy of the tape.
- D. All work must be performed by competent, qualified workers. The Contractor, his superintendents/foremen, and all subcontractors must have prior experience on five projects that are of similar size, scope of work, etc. with this project.
- E. Contractor shall provide a full time superintendent/foreman who must be on site at all times when work is performed.
- F. Contractor shall provide a full time superintendent/foreman who must be on site at all times when work is performed.
- G. The Owner or the Owner's representatives may, at their option, with no additional cost, require the immediate replacement of any field personnel employed by the Contractor if, in their judgment, such field personnel are or would be deleterious to the Work on this project.
- H. Acceleration of the Work: Contractor shall provide sufficient work force (personnel, materials and equipment) to comply with the requirements of the Contract. If, in judgment of the Owner or the Owner's representatives, it becomes necessary at any time to accelerate the Work or a portion thereof, the Contractor, when ordered or directed by the Owner or the Owner's representatives, shall deploy the workmen in such portions of the Project where directed to enable others to properly engage and carry on their work.
  1. If circumstances require that the entire Work or a portion thereof be completed at a date earlier than the contract completion date as adjusted by change orders, the Contractor, when ordered or directed by the Owner or the Owner's representatives, shall increase his forces, equipment, hours of work, and/or number of shifts and shall expedite delivery of materials to meet the altered completion date or dates ordered or directed. Any increase in cost to the Contractor in compliance with such orders or directives will be adjusted in accordance with the Work.
  2. If, in the judgment of the Owner or the Owner's representatives, the Work is behind schedule and rate of placement of work is inadequate to regain scheduled progress so as to insure timely completion of the Work or a separable portion thereof, the Contractor, when so informed by the Owner or the Owner's representatives, shall immediately take action to increase rate of work placement. This shall be accomplished by whatever suitable measures are needed including but not limited to increasing working forces (number of workman), increasing equipment or tools, increasing hours of work or number of shifts, working overtime and on weekends and holidays, and expediting delivery of materials. The Contractor shall not be entitled to additional compensation for additional effort he applies to the Work under the terms of this sub-paragraph.
  3. The Contractor shall, within two (2) calendar days after being so informed, notify the Owner or the Owner's representatives of specific measures taken and/or planned to increase rate of progress together with an estimate of when scheduled progress will be regained. Should the plan of action be deemed inadequate by the Owner or the Owner's representatives, the Contractor will take additional steps or make adjustments as necessary to his plan of action until it meets with the Owner or the Owner's representative's approval. Acceleration of the Work will continue until scheduled progress is regained. Scheduled progress shall be established from the latest revised approved progress schedule for the job. Timely completion will be understood to be the contract completion date as revised by all time extensions granted at the time acceleration is undertaken.
  4. Any directive or order to accelerate the Work will be in writing. Any directive or order terminating accelerated Work will be in writing.
- I. Coordinate Work with Owner's personnel or other entities whose work requires men and/or equipment to traffic over the Work. Where traffic, equipment and material storage must occur on existing or newly installed Work, Contractor shall protect surfaces with suitable materials. Contractor shall repair or replace all damaged Work as determined by the Owner or the Owner's representatives to the satisfaction of the Owner at no additional cost to the Owner.

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**SPECIFICATIONS**

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**WEBER STATE UNIVERSITY • STADIUM OFFICES LEAK REPAIR SPECIFICATIONS**

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- J. Contractor shall be responsible for the dismantling, removal, and replacement of building components adjoining the Work, which are required for proper completion of the Work. Any damage to building components as determined by the Owner or the Owner's representatives adjoining the Work shall be repaired or replaced by the Contractor to the satisfaction of the Owner at no cost to the Owner.
- K. Contractor shall provide protection for all landscaping, roadways, sidewalks, interior and exterior building finishes and fixtures adjoining the stadium and athletic offices. Contractor shall replace all landscaping, roadways, sidewalks, interior and exterior building finishes and fixtures adjoining the stadium and athletic offices damaged during construction as determined by the Owner or Owner's representatives to the satisfaction of the Owner at no additional cost to the Owner.
- L. The Owner will notify the athletic offices that work may cause damage and dislodge interior building fixtures and contents.
- M. Clean all work related debris from jobsite daily.
- N. The athletic offices and the playing field will be in use during the course of the Work. Contractor shall provide safety protection for all occupants and personnel in and around the athletic offices as needed or requested by the Owner. Safety protection may include barricades, fencing, covered walkways, safety and directional signs. Safety protection should be provided with minimum interference to functions in and around the athletic offices and the playing field.
- O. All aspects of the Work must be performed by licensed contractors approved by the Owner or the Owner's representatives.
- P. Contractor shall coordinate and schedule all phases of the work so no phase is damaged by the other.
- Q. The Stadium Offices Leak Repair Specifications dated 06/01/08 represent a compilation of the Owner's requirements for the project. It is the responsibility of the Contractor to provide the Owner with the new Work in conformance with all current applicable codes, regulations, requirements and standards including but not limited to applicable sections of the current editions of the following governing requirements: The 2006 International Building Code and related standards, and other applicable governmental agency requirements. Factory Mutual (FM) and Underwriters Laboratories (UL) publications. American Society for Testing and Materials (ASTM) publications. The Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) Architectural Sheet Metal Manual. The manufacturer's published instructions for each product used. In the event of a discrepancy or conflict between any such codes or standards, Contractor shall comply with the more stringent requirement unless otherwise directed by Owner or its representatives.
- R. Separate notarized lien waivers must be submitted by the Contractor, his subcontractors and suppliers with each application for payment.
- S. At the completion of the Work, submit copies of the following guarantees & warranties:
  - 1. "Contractor Guarantee" on form provided, covering all Work outlined in the Stadium Offices Leak Repair Specifications dated 06/01/08 signed by a Corporate Officer of the company. The period of the Guarantee shall be TWO (2) years. This guarantee shall be submitted at the Final Completion of the Work.
  - 2. All available manufacturer's labor and/or material warranties for all products used for the longest length available.
  - 3. Guarantee and warranty periods begin when Work is complete and accepted in writing by the Owner or Owner's representatives.
- T. Owner's Representatives:
  - 1. Matt Boyer  
Division of Facilities Construction Management (DFCM)  
4110 State Office Building; Salt Lake City, Utah 84114  
Phone: 801-538-3509  
Fax: 801-538-3267  
Cell: 801-541-0945  
Email: mboyer@utah.gov
  - 2. Kraig Clawson • Innovative Roofing Consultants, Inc.  
Phone: 801-278-8917  
Fax: 801-278-3039  
Cell: 801-633-3725  
Email: irci@innovativeroofingconsultants.com
- U. NOTE: Specifications take precedence over drawings.

**II. PRODUCTS – BASE BID & Alternate Bid Items:**

- A. All material and product types and colors not identified in the Stadium Offices Leak Repair Specifications dated 06/01/08 shall be pre-approved by the Owner or Owner's representatives before purchases are made. Samples and mock-ups shall be provided by the Contractor as requested by the Owner.

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**SPECIFICATIONS**

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- B. Provide new products that are compatible, and that are compatible with other new and existing adjoining building materials.
- C. Provide new sheet metal products that are compatible, and that are compatible with other new and existing adjoining sheet metal materials. Provide durable separation between dissimilar materials.
- D. Base Bid & Alternate Bids:
  - 1. Backer Rods: Closed cell foam
  - 2. Concrete Repairs: Use a repair material that is approved by the waterproofing material manufacturers.
  - 3. Liquid Coating: Equal to GacoFlex U-66 two components, fire-retardant polyurethane elastomeric waterproofing coating.
  - 4. Sealant – Vertical Joints: Equal to Sikaflex 1A polyurethane sealant:
  - 5. Waterproofing Sheet Membrane: Equal to GacoFlex NF-621 60 mil uncured neoprene sheet.
  - 6. Joint Covers: 24 gauge stainless steel with slip resistant surface
  - 7. Concrete Fasteners: Stainless steel with flat or rounded heads

**III. STADIUM OFFICES LEAK REPAIR SPECIFICATIONS – BASE BID:**

- A. This work is for joints 3 through 11 only.
- B. Demolition Requirements:
  - 1. Protect in place or remove and save fixtures listed below as needed to complete the work. Fixtures adjoining the Work that are damaged during construction shall be repaired or replaced at no cost to the Owner:
    - a. Existing aluminum bleacher benches.
    - b. Existing plastic bleacher seats.
    - c. Wood platforms.
    - d. Other fixtures and building components that are adjoining the Work.
  - 2. Move all existing removable concrete steps as needed to provide access to the joints.
  - 3. Power wash or sand blast all existing coatings and sealants to insure that all materials that are not fully adhered are removed from the concrete and out from along the vertical and horizontal sections of the joints. Protect offices from damage related to this work.
  - 4. Repair any damaged concrete surfaces. NOTE: This work will be by change order. See Unit Price Items in Section V.C.
  - 5. Prior to installing new materials, thoroughly clean, sweep and wet wipe all dirt, loose debris and dust from the concrete adjoining the joints to insure proper adhesion of new waterproofing materials.
  - 6. No more existing joint waterproofing material shall be removed from the joints than can be made watertight on the same day, or Contractor shall temporarily seal joints to prevent leaking into the athletic offices.
- C. Horizontal Joint Requirements:
  - 1. Install a suitable primer on the concrete and existing adhered coatings and sealants prior to installation of new neoprene sheet.
  - 2. Fully adhere a six-inch wide strip of neoprene sheet centered along the joint as outlined in the GACO specification GW-621 - Neoprene Sheet Flashing System, and the conditions outlined below:
    - a. The membrane shall loop down into the joint 3/4 inch for expansion.
    - b. The membrane shall be fully adhered to the concrete except down in the joint.
    - c. The membrane shall extend down and cover the three-inch wide face vertical face of each step.
    - d. The membrane shall extend up all vertical surfaces a minimum of one inch.
    - e. There shall be no membrane laps.
    - f. Install continuous sealant along all edges of the neoprene sheet.
    - g. Coat the exposed vertical neoprene sheet with two coats of liquid coating. Coating shall be installed 1/2 inch beyond both edges of the neoprene sheet for a total coating width of seven inches. Coating shall have a minimum dry mil thickness of 45.
- D. Vertical Joint Requirements:
  - 1. Install a suitable primer on the concrete and existing adhered coatings and sealants prior to installation of new sealant and liquid coating.
  - 2. Install a continuous backer rod along all vertical joints where needed.
  - 3. Install continuous sealant along all vertical joints.
  - 4. Install two coats of liquid coating along all vertical joints. Coating shall cover sealant and be installed three inches on both sides of the joint. Coating shall have a minimum dry mil thickness of 45.
- E. Miscellaneous Base Bid Requirements:
  - 1. The need for miscellaneous repairs is anticipated. When conditions not listed in this section are found during construction, the scope of work will be identified and costs negotiated as a change order.

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**WEBER STATE UNIVERSITY • STADIUM OFFICES LEAK REPAIR SPECIFICATIONS**

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2. Contractor Guarantee Requirements: Provide the attached five year Contractor Guarantee signed by a Corporate Officer of the company.
3. Manufacturer's Warranty Requirements: Provide all available manufacturer's labor and/or material warranties for all products used for the longest length available.

IV. **ALTERNATE BID ITEMS** – The following Alternate Bid Items, if accepted in the award of this Contract, shall be for Work installed and include all materials, labor, equipment, tools, transportation, services, licenses, fees, permits, profit, overhead and other related costs. No additional surcharges may be added to any Alternate Bid Item of Work that may be requested by Owner or the subject of any claim by Contractor. Work shall conform to all current applicable codes, regulations, requirements and standards outlined in the Stadium Offices Leak Repair Specifications dated 06/01/08 and addenda. The Alternate Bid Items may be used to determine bid price and award of Contract.

A. Alternate Bid Item No. 01 – Install Stainless Steel Strips Along Joints 3 Through 11 only:

1. Install a seven-inch wide 24-gauge stainless steel metal strip:
  - a. Metal strips shall only be installed over the horizontal joints.
  - b. Metal strip edges shall be sanded or ground rounded so they are not sharp.
  - c. Center the metal strips along the horizontal joints.
  - d. Fasten the metal strips with stainless steel fasteners with rounded heads spaced at a maximum six inches on center only along one side of each strip. There shall be a fastener at each end of each metal strip.
  - e. The metal strip shall have no laps.
  - f. The metal strip shall cover all horizontal neoprene sheets.
2. This alternate will be an ADD to the Base Bid price.
3. If accepted, the work specified for this alternate bid will be performed in conjunction with the work specified for the Base Bid.

B. Alternate Bid Item No. 02 – Repair joints 1, 2, 12 and 13 only:

1. Repair the four joints 1, 2, 12 and 13 as specified in Section III for the nine joints in the Base Bid.
2. Cost is for repairing all four joints.
3. This alternate will be an ADD to the Base Bid price.

C. Alternate Bid Item No. 03 – Install Stainless Steel Strips Along Joints 1, 2, 12 and 13 only:

1. Install a seven-inch wide 24-gauge stainless steel metal strip:
  - a. Metal strips shall only be installed over the horizontal joints.
  - b. Metal strip edges shall be sanded or ground rounded so they are not sharp.
  - c. Center the metal strips along the horizontal joints.
  - d. Fasten the metal strips with stainless steel fasteners with rounded heads spaced at a maximum six inches on center only along one side of each strip. There shall be a fastener at each end of each metal strip.
  - e. The metal strip shall have no laps.
  - f. The metal strip shall cover all horizontal neoprene sheets.
2. This alternate will be an ADD to the Base Bid price.
3. If accepted, the work specified for this alternate bid will be performed in conjunction with the work specified for Alternate Bid Item No. 02.

D. Miscellaneous Requirements for all Alternate Bid Items:

1. The need for miscellaneous repairs is anticipated. When conditions not listed in this section are found during construction, the scope of work will be identified and costs negotiated as a change order.
2. Contractor Guarantee Requirements: Provide the attached two year Contractor Guarantee signed by a Corporate Officer of the company.
3. Manufacturer's Warranty Requirements: Provide all available manufacturer's labor and/or material warranties for all products used for the longest length available.

V. **UNIT PRICE ITEMS** – BASE BID – The following Unit Prices, if accepted in the award of this Contract, shall be used in establishing changes in the Contract Sum in accordance with applicable sections of the Owner-Contractor Agreement. Unit Prices shall be for Work installed and include all materials, labor, equipment, tools, transportation's, services, licenses, fees, permits, profit, overhead and other related costs. No additional surcharges may be added to any Unit Price Item of Work that may be requested by Owner or the subject of any claim by Contractor. Work shall conform to all current applicable codes, regulations, requirements and standards outlined in the Stadium Offices Leak Repair Specifications dated 06/01/08 and addenda. The Unit Price Items may be used to determine bid price and award of Contract.

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**SPECIFICATIONS**

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- A. Replace all Damaged Existing Removable Concrete Steps:
  - 1. Remove existing damaged removable concrete step.
  - 2. Install new 48"x18"x5.5" concrete step.
  - 3. Provide a per step cost.
- B. Paint Numbers on Concrete Steps:
  - 1. Clean all loose, flaking and deteriorated existing paint.
  - 2. Prime and paint new 5.5 inch high by 6" wide number. Install one coat of primer and two coats of exterior paint. Colors shall match existing numbers.
  - 3. Provide a per number cost.
- C. Repair all damaged or deteriorated concrete surfaces along the joints as needed to facilitate installation of new joint waterproofing:
  - 1. Remove all loose and flaking concrete.
  - 2. Use a repair material that is approved by the waterproofing material manufacturers to provide a smooth surface flush with the adjoining concrete and suitable for adhesion of the waterproofing materials.
  - 3. Provide a square foot cost.

**VI. PROJECT COMPLETION – BASE BID & Alternate Bid Items:**

- A. Thoroughly clean, sweep and haul away all Work related dirt, dust and debris from on the stadium bleachers and in and around the athletic offices.
- B. Clean other Work related materials and marks off surfaces on the stadium bleachers and in and around the athletic offices.
- C. Submit all guarantees, warranties and other documents required in the Stadium Offices Leak Repair Specifications dated 06/01/08, and the Owner-Contractor Agreement.

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**SPECIFICATIONS**

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**WEBER STATE UNIVERSITY • STADIUM OFFICES LEAK REPAIR SPECIFICATIONS**

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Whereas, Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Herein called the "Contractor", has performed roofing and associated work, hereinafter called the "Work", on the following project:

Owner's Name: WEBER STATE UNIVERSITY

Owner's Address: Ogden, Utah

Project Name: WEBER STATE UNIVERSITY STADIUM OFFICES LEAK REPAIRS

Project Address: Ogden, Utah

LENGTH OF GUARANTEE: FIVE (5) YEARS.

Guarantee Period Begins: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

THE Work is defined as the scope of work defined in the Stadium Offices Leak Repair Specifications dated 06/01/08 and any changes to the scope of work made during construction. Work includes all labor and materials provided by the Contractor and his subcontractors and suppliers to complete said Work.

AND WHEREAS Contractor has contracted to guarantee said Work against leaks and faulty or defective materials and workmanship for the designated Guarantee Period.

NOW THEREFORE the Contractor hereby guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period he will at his own expense, make or cause to be made such repairs to or replacements of said Work as are necessary to maintain said Work in a durable watertight condition, and to correct Work that is determined by the Owner to be faulty and/or defective based upon improper workmanship, faulty materials and/or deviations from the Stadium Offices Leak Repair Specifications dated 06/01/08, including but not limited to blisters, buckles, curling, delamination, and/or sealant failure. This guarantee shall cover all Work of the Contractor, including related Work by his subcontractors and suppliers.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this Guarantee are damages to Work and other parts of the stadium and athletic offices and their contents, caused by: a.) lightning; b.) windstorm; c.) fire; d.) failure of substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; d.) failure of adjoining materials not installed by the Contractor; and e.) faulty construction of fixtures adjoining the Work. When Work has been damaged by any of the foregoing causes, unless these conditions relate in part or in whole to the Work performed by the Contractor, Guarantee shall be null and void with respect to such damage, until such damage has been repaired by Contractor, and until cost and expense thereof has been paid by Owner or by another responsible party so designated.
2. The Contractor is responsible for damage to Work covered by this Guarantee that occurs as a result of his personnel or subcontractors and suppliers.
3. During Guarantee Period, if Owner allows alteration of Work (excluding temporary emergency repairs) by anyone other than the Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other Work, and positioning of anything on the Work, the Guarantee shall become null and void with respect to such parts of the Work upon date of said alteration, but only to extent said alterations affect Work covered by this Guarantee. If Owner engages Contractor to perform said alteration or repair damage from said alteration, Guarantee shall not become null and void, unless Contractor, prior to proceeding with said work, shall have notified Owner in writing, showing reasonable cause for claim that said alteration would likely damage or deteriorate Work, thereby reasonably justifying a limitation or termination of this Guarantee.
4. The Owner shall promptly notify Contractor of observed defects, deficiencies, damage or deterioration during the guarantee period, and shall afford reasonable opportunity for Contractor to inspect the Work, to examine defects or deterioration and make the necessary repairs prior to the Owner making repairs using anyone other than Contractor. Contractor shall respond to notification by Owner within 24 hours, by telephone, facsimile, email or in person.

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**CONTRACTOR GUARANTEE**

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**WEBER STATE UNIVERSITY • STADIUM OFFICES LEAK REPAIR SPECIFICATIONS**

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5. If known or suspected leaks occur that may potentially cause damage to the athletic offices or any contents under the stadium, the Owner shall have the right, using anyone other than Contractor, to make temporary emergency repairs as the Owner deems necessary to stop or prevent said leaks from occurring without voiding the Guarantee. The Owner shall promptly notify the Contractor of said temporary emergency repairs, and shall afford reasonable opportunity for Contractor to inspect the repair work and determine with the Owner if the cause of said repair work is due to faulty or defective materials or workmanship.
6. If the cause of any known or suspected leaks requiring temporary emergency repairs is faulty or defective materials or workmanship, the Contractor shall make permanent repairs as needed to correct and restore the Work to a durable watertight condition at no cost to the Owner, subject to the terms and conditions of this Guarantee, and shall pay the Owner a reasonable reimbursement for the cost of the temporary emergency repairs. If the cause is not faulty or defective materials or workmanship, the Owner shall pay the Contractor, at the current scale, to make the permanent repairs.
7. This Guarantee is recognized to be the only guarantee of Contractor on said Work, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of Work failure. Specifically, this Guarantee shall not operate to relieve Contractor of responsibility for performance of original Work in accordance with requirements of the Stadium Offices Leak Repair Specifications dated 06/01/08.
8. Repair work performed under this Guarantee (labor and materials) shall be guaranteed for one (1) year from the date of completion in accordance with the terms contained in this Guarantee.
9. OTHER CONDITIONS: (Use Attached Sheet)

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Contractor

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Must be Corporate Officer of Company

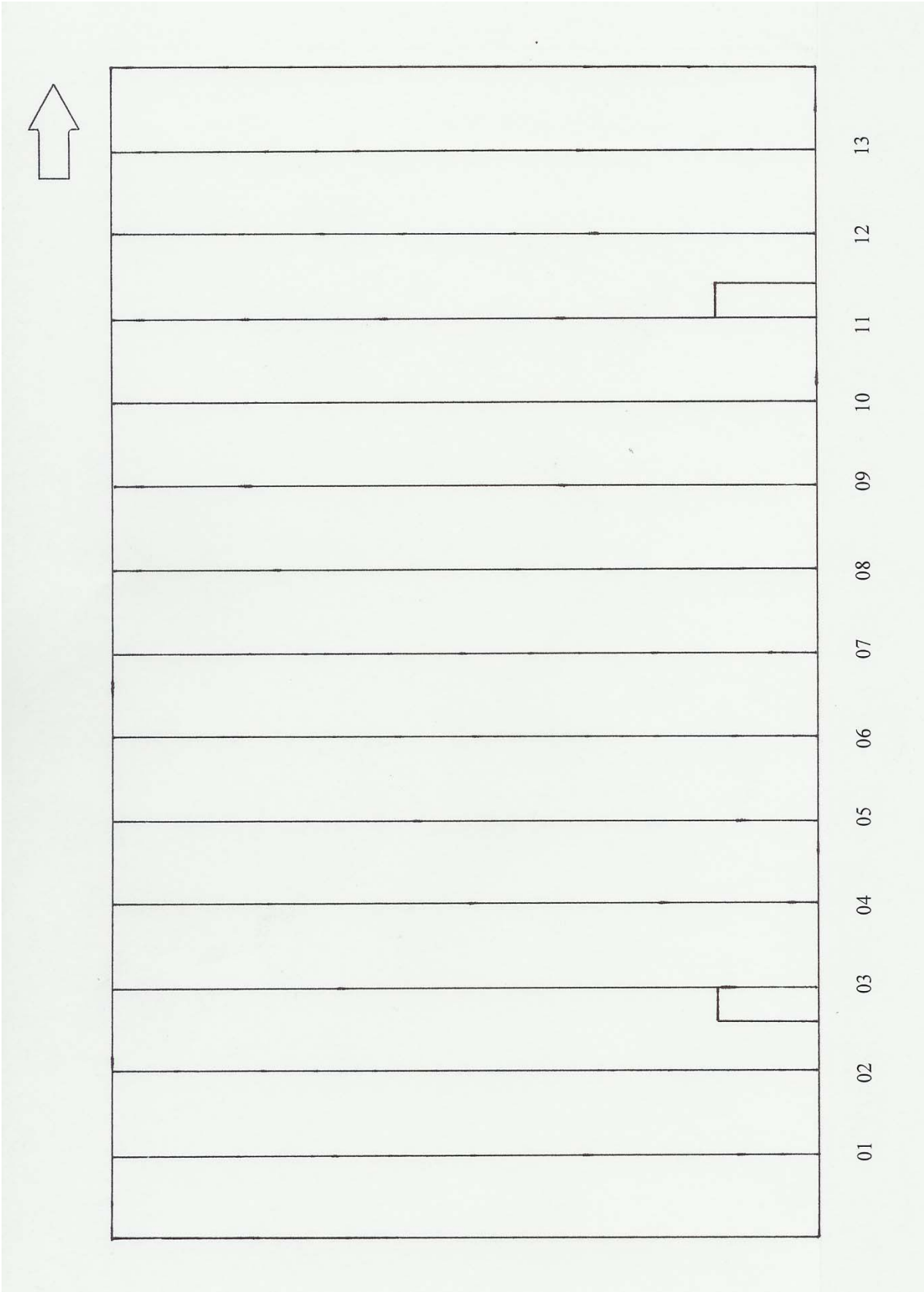
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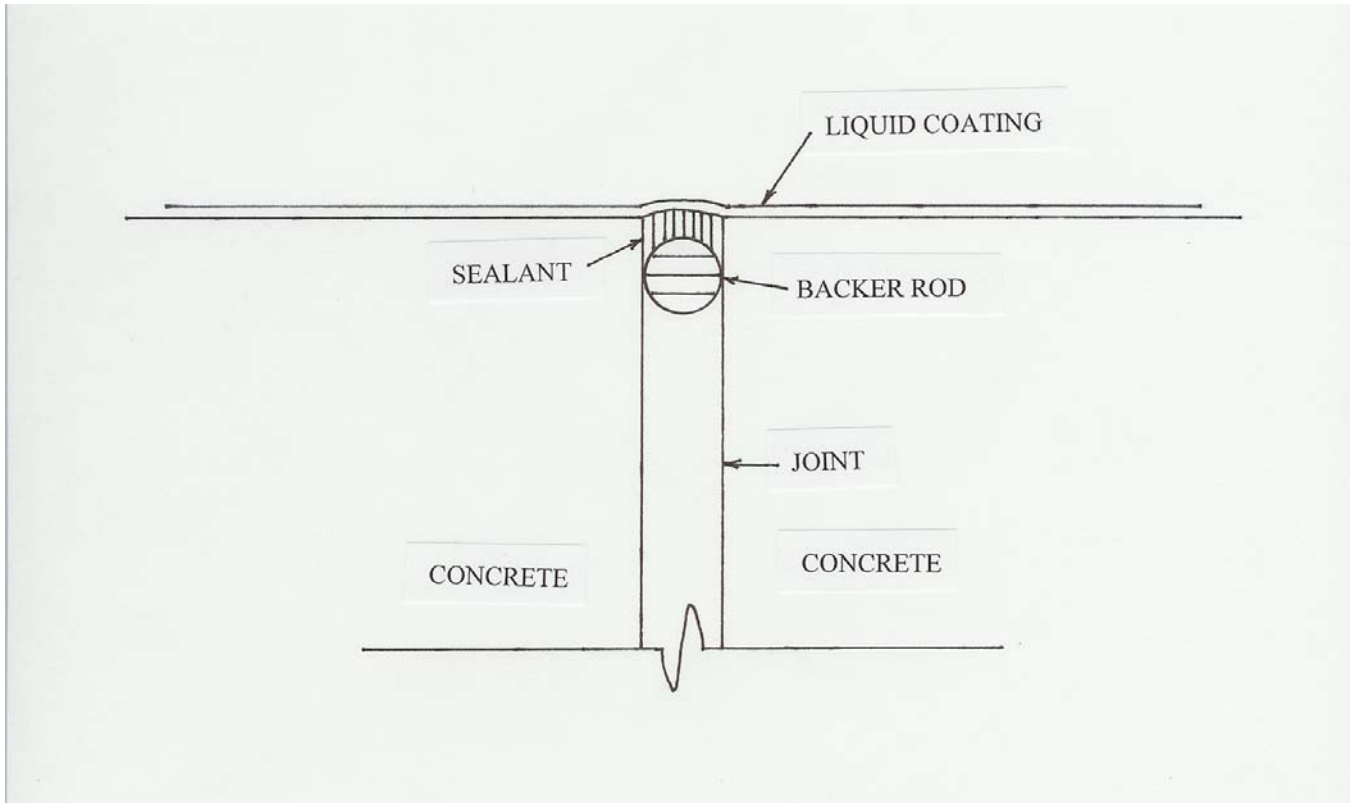


**STADIUM SITE PLAN • WEST SIDE OF STADIUM**

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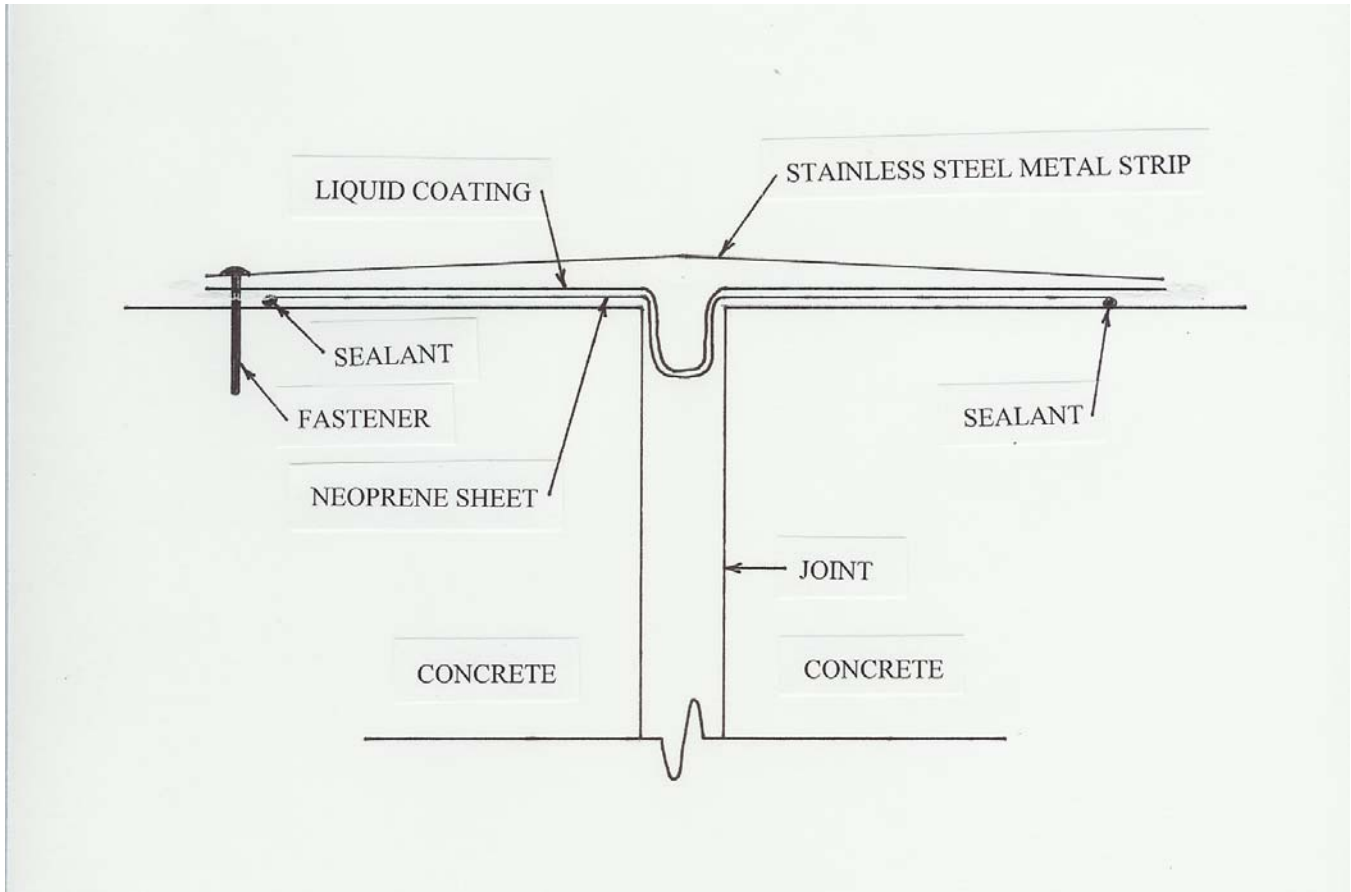
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SCALE: 1"=1"



**VERTICAL JOINTS**

SCALE: 1"=1"



#### HORIZONTAL JOINTS

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